

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, May 13, 2024

AGENDA

Join Zoom Meeting <https://us02web.zoom.us/j/89766808136>

Meeting ID: 897 6680 8136 Passcode: 753272 Dial into meeting: +1 646 558 8656

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

1. 6:00PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Minutes: Selectboard Meeting May 6, 2024
3. 6:02 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:04 **Chelsey Little, CWF**
 - Sewer Rate Structure Update - Approve new timeline for issuance of bills from October/February to August/February
 - Execute Agreement Amendment #3 with Wright-Pierce for Aeration Blowers/Diffusers additional engineering services for \$15,000
 - Operations Boiler Replacement Update; Amend original request for \$113,500 from a wood-pellet fuel source to a propane fuel source; Request for additional ARPA funds for the transition from fuel-oil to propane
 - Monthly Permitted Discharge Summary for April 2024
5. 6:20 **Suzanne LoManto, RiverCulture and The Lake Pleasant 150th Committee**
 - Entertainment License and Use of Public Property in Lake Pleasant for activities related to the 150th Anniversary Even including live music, parking, road closures and partial road closures on Saturday, August 24, 2024 from 1-9pm
6. 6:30 **Personnel Board**
 - Accept Letter of Resignation from Robin Wells from 911 Police Dispatch position.
 - Appoint Robin Wells as a Per-Diem Dispatcher at \$25.00/hour. Effective 5/19/2024
 - Accept Letter of Resignation from William Peredina from CWF Laborer/Operator position
 - Updates on Assistant Town Administrator hiring process
 - Retirement of Carolyn Olsen, Town Accountant Effective September 20, 2024
7. 6:40 **Stephen Valeski, Pioneer Valley Brewery**
 - Request for Special and One Day License for the sale of Beer & Wine by Pioneer Valley Brewery for Outdoor Music Events being held at 148 2nd Street, Turners Falls on June 29, July 27, and August 24, 2024 from 5:30 to 9:30pm

Montague Selectboard Meeting

May 13, 2024

Page 2

8. 6:45

Caitlin Kelley, Library Director

- Montague Public Libraries request for \$2,842.50 from the Bid Overrun Account in order to execute the Millers Falls Branch Library Windows and Doors Project. Article 22 appropriated \$14,000.00 for this project but the lowest bid came in at \$16,842.50
- Authorize contract with Lively Builders, Inc. in the amount of \$16,842.50 for the Millers Falls Windows and Door Replacement Project. To be funded by a special article and bid overrun account.

9. 6:55

Assistant Town Administrator's Business

- Authorize Town Administrator to execute any and all associated agreements for the release of a \$75,000 Smart Growth Zoning Incentive Payment from the Executive Office of Housing and Livable Communities.
- Overview of FY25 Capital Project Schedule
- Review of current ARPA Spending. Recommended projects to close-out.
- Proposed Hybrid Joint Meeting of Selectboard and Cable Advisory Committee on June 17 for the Purpose of an Ascertainment Hearing Related to Comcast Cable Relicensing
- Legislative Updates
 - \$50,000 Earmark for COA Building Improvements Included in House FY25 Budget
 - Testimony Given as Part of Municipal Panel in Support of Mass Leads Act/H-4459 before the Joint Committee on Economic Development & Emerging Technologies
- Consider 3-Year Engineering Services Contract with ADS Environmental Services in the total amount of \$73,093.
- Topics not anticipated in the 48 hour posting

Next Meeting:

- Selectboard, Monday, May 20, 2024 at 6:30 PM, via ZOOM

AMENDMENT NO. 3
TO
AGREEMENT BETWEEN
TOWN OF MONTAGUE
AND
WRIGHT-PIERCE
FOR
MONTAGUE WPCF AERATION BLOWER UPGRADE PROJECT

AMENDMENT NO. 3
TO
AGREEMENT BETWEEN
TOWN OF MONTAGUE
AND
WRIGHT-PIERCE
FOR
MONTAGUE WPCF AERATION BLOWER UPGRADE PROJECT

This AMENDMENT made the _____ day of _____ 2024, by and between the Town of Montague (hereinafter called CLIENT), and WRIGHT-PIERCE (hereinafter called ENGINEER).

WHEREAS, an Agreement was entered on April 26, 2021, between the CLIENT and ENGINEER, which Agreement is entitled Agreement Between Town of Montague and Wright-Pierce for Montague WPCF Aeration Blower Upgrade Project (hereinafter referred to as AGREEMENT).

WHEREAS, the CLIENT added additional scope to the Project under Amendment No. 1, dated January 3rd, 2022, (to evaluate replacing the coarse bubble diffuser system with a fine bubble diffuser system in the Aeration Tanks) which resulted in additional scope of services during the Final Design and Procurement Phase and the Construction and Operational Phase of the Project.

WHEREAS, the CLIENT added additional scope to the Project under Amendment No. 2, dated June 27, 2022, to perform electrical and instrumentation & controls field site visits, prepare field evaluation memorandums, and attend up to two, one-hour workshops during the Final Design and Procurement Phase and the Construction and Operational Phase of the Project.

WHEREAS, the CLIENT wishes to remove scope from the Construction and Operational Phase of the Project and increase compensation three years after the initial Agreement was executed.

NOW, THEREFORE, in consideration of said AGREEMENT and other good and valuable considerations, it is hereby agreed and acknowledged by and between CLIENT and ENGINEER to amend the AGREEMENT as follows:

1. The AGREEMENT shall be amended to include this AMENDMENT, a copy of which shall be attached thereto and made a part thereof.
2. In SECTION 1 – SCOPE OF SERVICES, after III. Final Design and Procurement Phase Item A, DELETE the following:

“B. Assist the CLIENT with the scope of services for any subcontractors to perform work on site including any electrical/instrumentation & controls scope. Review proposals from subcontractors and provide comments to the CLIENT for consideration.”
3. In SECTION 1 – SCOPE OF SERVICES, after III. Final Design and Procurement Phase Item C, DELETE the following:

“D. Provide qualified personnel for up to 3 full days or 6 half days of commissioning and start-up assistance in the field as requested by the CLIENT.”

4. In SECTION 1 – SCOPE OF SERVICES, after III. Final Design and Procurement Phase Item E, DELETE the following:

“F. Develop process and electrical record drawings to show the modifications at the request of the CLIENT. The Record Drawings will be based on available drawings on the facility and no new drawings will be created.”

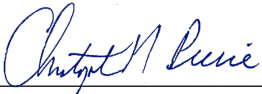
5. In SECTION 2 – COMPENSATION in the second paragraph under I. Payments to ENGINEER, DELETE \$40,000 and REPLACE with \$55,000.

IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT to said AGREEMENT as of the day and year first above written.

CLIENT:

ENGINEER:

By:



By: Christopher N. Pierce, PE

Title:

Title: Vice President

Date:

Date: April 26, 2024



ENERGY CONSTRUCTION SERVICES, INC.

213 Southbridge Street, Auburn MA 01501 Tel:(508) 767-1200

March 6th 2024

Dead River Company

Subject: Remove and install the new sectional boiler at Montague Ma.

Dear Mrs. Laura Coolidge

Energy Construction Services, Inc. submits for your review and approval the following proposal to supply labor, tools, and materials to install 14 sectionals at the facility.

Scope of Work:

1. Customer will disconnect electrical and re-install electrical as needed.
2. Remove all 14 sections of each of boiler.
3. Remove the section of the stack as needed.
4. Install a new front section, 12 middle sections, and one back section.
5. Install the new Beckett Burner.
6. Burner to have high and low only.
7. Install makeup air in the door.
8. Re-attach the existing stack.
9. Customer to install E stop as needed per state.
10. Customer will supply propane to the boiler 3 ½” to 10 ½” psi
11. Check combustion.
12. Flush the system before starting up.
13. Clean area.

Notes and qualifications:

- All work performers during normal business hours Monday through Friday.
- Electrical by customer. Unwire and re-wire with E-stops per state.
- Customer to do engineering for Elevated pressure for propane to the building.
- The above scope of work is prevailing wage rates.
- If asbestos is found. The customer will have it removed before the installation is performed.
- No re-insulation
- Customer to install water chemicals for the system.
- Additional repair due to unforeseen circumstances shall be billed on a time & material basis upon customer approval.

- Boiler Maintenance • Boiler Rentals • Refractory Work • Welding • Pipe fitting • Pump repairs
- Kiln Maintenance • Incinerator Maintenance • Steam Trap Surveys • Thermal Imaging
- Pipe insulation • Staging set-up and removal • Boiler/ Burner parts and components • Carpentry



ENERGY CONSTRUCTION SERVICES, INC.

213 Southbridge Street, Auburn MA 01501 Tel:(508) 767-1200

Lead time 8 to 12 weeks

ECS, Inc. offers this scope of work for.....128,640 Estimate only.

We appreciate the opportunity to offer you our services and we look forward to working with you on this project.

Sincerely Yours,

Mark Doyle
Regional Sales Manager

- Boiler Maintenance • Boiler Rentals • Refractory Work • Welding • Pipe fitting • Pump repairs
 - Kiln Maintenance • Incinerator Maintenance • Steam Trap Surveys • Thermal Imaging
 - Pipe insulation • Staging set-up and removal • Boiler/ Burner parts and components • Carpentry
-

STI Precast, Inc.
 60 Lanides Lane
 Leominster, MA 01453
 978-537-9784
 office@stiprecast.com
 www.stiprecast.com



Estimate

ADDRESS
Small Jobs

SHIP TO
Dead River Company Montague MA laura.coolidge@deadriver.com

ESTIMATE #	DATE	EXPIRATION DATE
2984	03/26/2024	04/26/2024

DATE	ITEM NAME	DESCRIPTION	QTY	RATE	AMOUNT
	Pad	1000 Gallon Propane Tank Pad w/ 4 anchors on each pad	2	1,650.00	3,300.00T
	Delivery	Delivery Charge	1	250.00	250.00

SUBTOTAL	3,550.00
TAX	206.25
TOTAL	\$3,756.25

Accepted By

Accepted Date



TANK SALE AGREEMENT

April 8, 2024

Montague Clean Water Facility
 34 Greenfield Rd
 Montague, MA 01351

Property Location: 34 Greenfield Rd, Montague, MA 01351

Work to be performed by Dead River Company:

- Customer will purchase one (2) 1000 gallon under ground propane tank with (1) First stage regulator, (1) second stage regulator, (4) anode bags ,poly gas tubing gas tubing line, 1 inch risers (4) , burial marker tape, 2 strapping kits, 100' tracer wire, (2) excess flow valves, (1) extra dome for first stage regulator and manifold, (1) 1" ball valve, Pig tails 50', and additional miscellaneous parts.

Customer's Responsibility:

- Customer will provide any excavation necessary for the installation of the tank(s) and run the gas lines.
- Clear all obstacles from the installation area.
- Contact us in advance if you are considering making changes from your original request or have more questions about the installation.

Tank Cost	\$	9,028.00
listed above (misc)	\$	3,102.39
Labor 2 guys - 2 days	\$	<u>2,500.00</u>
50% Down Payment	\$	7,315.20

**The balance remaining after billing will be due net 30 days from time of billing.
 Dead River Company requires 50% down prior to scheduling any job.**

Current scheduled date of installation: **Not Currently Scheduled.**

Please contact Laura Coolidge @ 603-794-0151 should you have any questions.

Signed: _____ Date _____
 Customer Signature

This estimate may be withdrawn by Dead River Company if not accepted within 30 days and is subject to credit approval.



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

REGISTRATION FOR ASSEMBLY, PUBLIC DEMONSTRATION, OR USE OF PUBLIC PROPERTY (Not for Peskeomskut Park or Montague Center Common)

All information must be complete. This form must be returned to the Board of Selectmen within a minimum of 10 days prior to the assembly.

Name of applicant: Suzanne Lomanto

Address of applicant: 1 Avenue A Turners Falls

Phone # of applicant: 413-863-3200 ext. 115

Name of organization: River Culture

Name of legally responsible person: Town of Montague

Location of assembly: Lake Pleasant

Date of assembly: Sat. August 24, 2024

Time of assembly: Begin: 1pm End: 9pm

Number of expected participants: 800

If a procession/parade:

Route: See Map

Number of people expected to participate: _____

Number of vehicles expected to participate: _____

Subject of demonstration: See Attached

on street parking

Road Closures

Lake Pleasant 150th Party

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

Signatures: _____

Police Chief: [Signature] Date: 5-7-2024

Comments/Conditions: May need det. officer depending # of people attending

Board of Selectmen, Chairman: _____ Date: _____

Comments/Conditions: _____

Proposal for Lake Pleasant 150th Anniversary Celebration

May 7, 2024

Submitted by Suzanne LoManto, Director of RiverCulture
on behalf of the Lake Pleasant 150th Anniversary Committee
Contact: Kara Kharmah, priamusicmarketing@gmail.com

This application seeks permission for use public land including parking, traffic routes and road closures for the August 24, 2024 celebration.

VISION

In August 1874, the first Spiritualist organization in Lake Pleasant was created (Massachusetts Spiritualists' and Liberalists' Association) which also resulted in the birth of the village of Lake Pleasant. The Lake Pleasant Village Association and the national Spiritual Alliance are working together to plan this joint celebration. RiverCulture is providing advice and coordination with the Town.

MAP

Activities are indicated in the tan colored zones around Rutters Park and the bell tower.

Porta potties are indicated as a green cross

Food Trucks are indicated as a yellow rectangle

NO PARKING is indicated with as a red dotted line

PARKING is indicated as blue line

Road Closures are indicated as a black line.

ROAD CLOSURES

We seek a number of road closures starting at 11am on 8/24/24. RiverCulture will coordinate with the DPW for barricades, signs, cones, etc. (see map) These road closures were discussed and approved by the Chief of Police when he met on-site with Kara Kharmah in April.

PARKING

ADA will be located on Broadway and Adams Streets

Public Parking lots will be located at the Independent Order of the Scalpers lot, the Ramblers and the old ballfield near the intersection of Broadway. The committee is working to obtain shuttle service from these lots through FRTA.

This group seeks permission to park on the west side of Lake Pleasant Street between Adams and Broadway. "No Parking" signs will be posted on the other side of the road, in addition to "slow" warnings on Lake Pleasant Road from both directions- Route 63 and Millers Falls Road.

We will have a number of volunteers to help people park correctly.

***The size of the police detail will be determined by the Chief.**

150th Lake Pleasant Party

**TOWN OF MONTAGUE
APPLICATION FOR AN ENTERTAINMENT LICENSE
SPECIAL AND REGULAR**

PURSUANT TO CHAPTER 140, SECTION 183-A (SEVEN DAYS)
CHAPTER 140, SECTION 181

Date of Application: 5/07/24 Date Approved: _____ Fee: 0

To the Local Licensing Authority:

The undersigned respectfully applies for an Entertainment License for daily operation, calendar year 2024 during the following hours:

Sunday	from:	to:	Thursday	from:	to:
Monday	from:	to:	Friday	from:	to:
Tuesday	from:	to:	Saturday	from: 1pm	to: 9pm
Wednesday	from:	to:	Legal Holiday	from:	to:

This is a "special entertainment permit" request? DATE: 8/24/24 yes no

This is an annual renewal? yes no

1. NAME OF APPLICANT: Suzanne LoManto TELEPHONE: _____

2. D/B/A: River Culture

3. PREMISES: _____ BUSINESS PHONE: 413-863-3200 ext 115

4. The specific categories of licensed entertainment sought to be approved are:
 Radio Jukebox Video Jukebox Pinball Machines
 Wide Screen TV Television/Cable Pool Tables

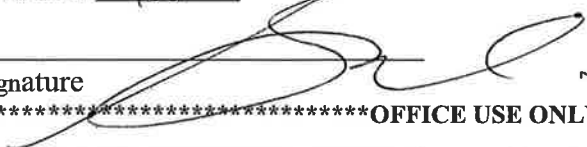
Automatic Amusement Devices: Video Games, Number of: _____ Type: _____ Video or _____ Keno

Dancing by patrons size of floor: 3 stages See attached
 Instrumental Music number of instruments & amplifiers: _____
 Live Vocalists number of persons/type of show: _____
 _____ Exhibition type: _____
 _____ Trade Show type: _____
 _____ Athletic Event type: _____
 _____ Play type: _____
 Readings of Poetry or other
 _____ New Years Eve "after midnight entertainment"

Indoors: Size of area to be used: _____ Allowed: Number of People: _____ Allowed: _____

Outdoors: Size of area to be used: _____ Available Parking: _____

Alcohol to be served: No

Applicant Signature: 

*****OFFICE USE ONLY*****

_____	Board of Health	_____	Date	_____	Fire Department, Chief	_____	Date
_____	Police Department, Chief	_____	Date	_____	Board of Selectmen, Chairman	_____	Date
_____	Inspector of Buildings	_____	Date				

Proposal for Lake Pleasant 150th Anniversary Celebration

May 7, 2024

Submitted by Suzanne LoManto, Director of RiverCulture riverculture@montague-ma.gov

Contact: Kara Kharmah, priamusicmarketing@gmail.com

Entertainment License in Lake Pleasant for activities related to the 150th Anniversary event including live music on three stages on Saturday, August 24, 2024 from 1-9pm

FOOD TRUCKS

Food truck vendors will coordinate with the Montague Board of Health and the Montague Center Fire Department for the appropriate license and safety equipment. Food trucks will be set up at Rutters Park.

VENDORS

Up to 50 craft vendors will set up around the basketball court. 10x 10-foot pop up tents will be secured so they do not blow away.

MUSIC

Music will be featured on three stages from 1pm-9pm. The schedule has not been finalized. Two stages will have amplified music and one stage will have acoustic music.

Rutters Park: Electricity from the pavilion.

The Glen near Barber Ave: Acoustic.

Bell Tower: Electricity from the neighbor.

The Turners Falls Water Department has granted the Lake Pleasant 150th Anniversary Committee access to use the bell tower and "the glen" area for the acoustic stage. The Lake Pleasant planning committee is clear about their responsibility to keep festival goers out of the water. They plan to post additional signage to prevent wandering.

Please see the attached map for the location of the stages.

ROAD CLOSED



PARKING



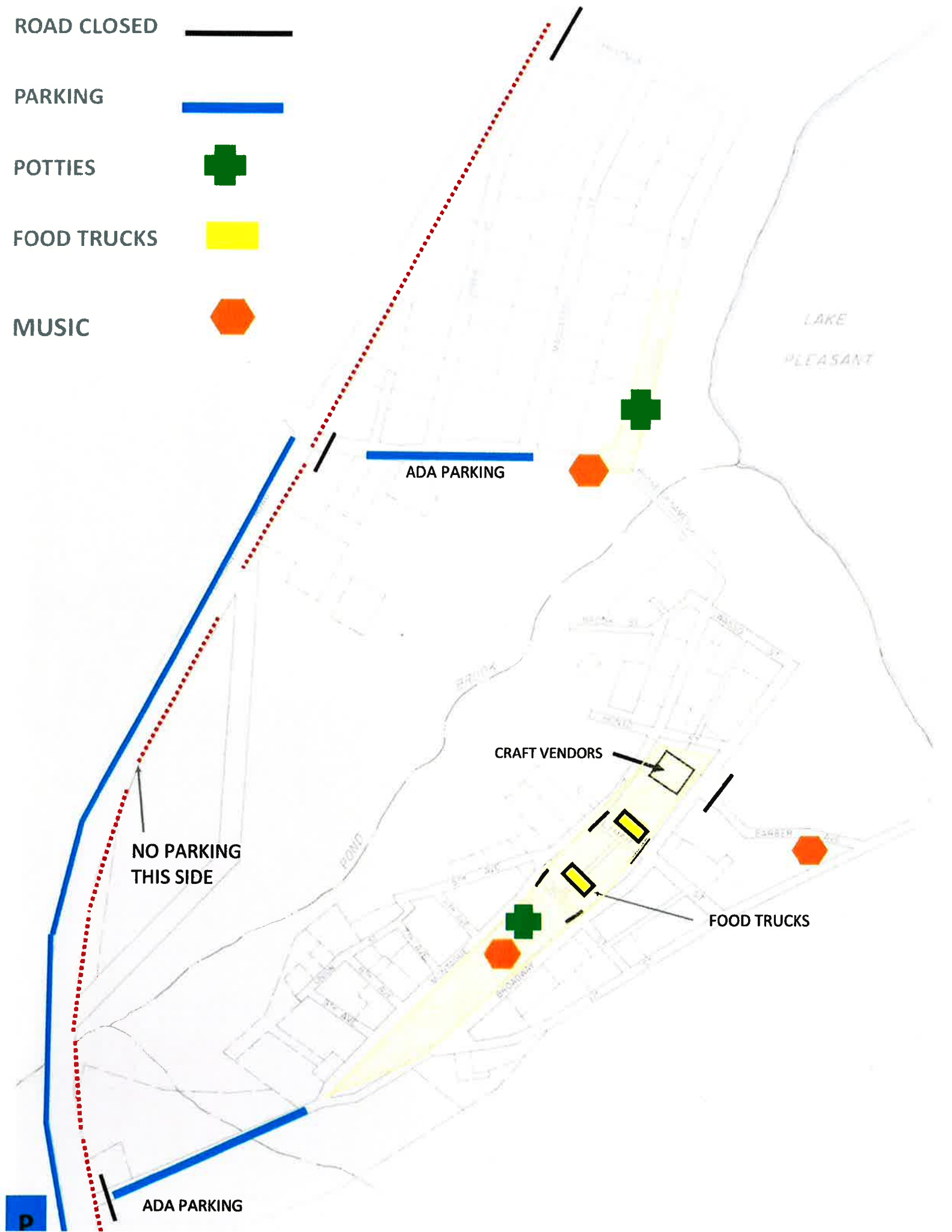
POTTIES



FOOD TRUCKS



MUSIC



ADA PARKING

NO PARKING THIS SIDE

CRAFT VENDORS

FOOD TRUCKS

ADA PARKING



LAKE PLEASANT

POND

BRIDGE

BROADWAY

CARSON

NEENA ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

WALDO ST

Marsha Odle

From: r wells <r wells@montague.net>
Sent: Saturday, May 04, 2024 7:51 PM
To: Marsha montague.net
Subject: Letter of Resignation

Hello,

Please accept this letter of resignation from my position as a 911 Dispatcher. My last day of employment will be May 18th.

It has been a pleasure working with you and I thank you for the opportunity that it has given.

I plan to stay on as a per diem.

I will miss you all very much.

Best,
Robin

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 1973

General Information:

Full name of employee: <u>Robin Wells</u>	Department: <u>Police-Dispatch</u>
Title: <u>911 Police Dispatcher</u>	Effective date of change: <u>5/18/24</u>

New Hire:

Permanent: <input type="checkbox"/> Y <input type="checkbox"/> N If temporary, estimated length of service: _____	
Hours per Week: _____	Union: _____
Pay: Grade _____ Step _____	Wage Rate: _____ (annual/ hourly)
Board Authorizing: _____	Date of Meeting: _____

Grade/Step/COLA Change:

Union: _____	
Old Pay: Grade _____ Step _____	Wage Rate: _____ (annual/hourly)
New Pay: Grade _____ Step _____	Wage Rate: _____ (annual/ hourly)
Notes: _____	

Termination of Employment: Will Remain as a Per-Diem Dispatcher \$25.00 hr. Effective 5/19/24

Resignation: <input checked="" type="checkbox"/>	Retirement: _____	Involuntary Termination: _____
--	-------------------	--------------------------------

Other:

_____ Unpaid Leave of Absence	Termination Date: _____
_____ Unpaid Sick Leave	Termination Date: _____
_____ Other/Specify: _____	

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board

_____ Town Clerk

WILL PEREDINA

131 West Road, Petersham MA., 01366 · 978-894-6179

wperedina@gmail.com

4/22/2024

Hello Chelsey,

I just wanted to let you know that I will be resigning from my position at the Montague Clean Water Facility effective May 10th, 2024. I really appreciate the opportunity that you and your team gave me here and I really enjoyed every day. I hope to keep in contact and I wish you all the best. Thanks again.

Sincerely,

Will Peredina



Pioneer Valley Brewery

Summer Of Songs

UNITY PARK

OUTDOOR CONCERTS

June 29

JJQ

6:30-9:30pm

Incase of rain, will be held inside PVB

July 27

Christmas in July with

Groove Prophet

5:30-9:30pm

August 24

Tracy & Company

6:30-9:30pm

WITH SUPPORT FROM:



GREENFIELD



NORTHAMPTON



NOVA MOTORCYCLES



TOWN OF MONTAGUE
Special and One Day License – Application Form
(M.G.L. Ch. 138 S. 14)

CHECK ONE

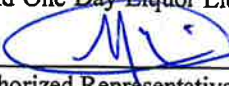
Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: June 29, 2024

1. Full name, address and phone number(s) of the organization making this application:
Pioneer Valley Brewery 151 3rd St. Turners Falls 413-433-5307
2. Full name, address and phone number(s) of manager who shall be responsible for the license:
Stephen Valerki 101 Harrison Ave Greenfield 413-433-5307
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES _____ NO _____
4. Nature of Event Outdoor Music Number of Attendees Not known
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES _____ NO
6. Location where event shall be held: 148 2nd St.
7. Has the approval of the property owner been obtained? YES NO _____
8. Exact times of the license: FROM 5:30 o'clock AM/PM TO 9:30 o'clock _____ AM/PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES NO _____ If so, when? _____
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES _____ NO
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.
12. Proof of Liquor Liability Insurance provided? _____ Date _____

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

 Member 4/25/24
Authorized Representative and Title Date

Office Use Only:	Date Approved: _____
# Days Permit Issued For: _____	Dates License Issued for: _____
Police Chief Signature: _____	
Select Board Chair Signature: _____	

L Street

3rd Street

Drive thru Alley

P.V.B
Parking Lot

151 3rd St.

Pioneer Valley Brewing

OPEN Field Area

Unity Trailer

148 Second St.
Approx 20 x 40' Area
to be used

NOVA
Motorcycles
147 Second St.

Skate
Park

Soft ball fields

Unity
Parking
Area



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A.H. Rist Insurance Agency, Inc. 159 Avenue A P.O. Box 391 Turners Falls MA 01376	CONTACT NAME: Tracey Kuklewicz PHONE (A/C, No, Ext): (413) 863-4373 E-MAIL ADDRESS: tracey@ahrist.com	FAX (A/C, No): (413) 863-9658
	INSURER(S) AFFORDING COVERAGE	
INSURED Pioneer Valley Brewery, LLC 151 3rd Street Turners Falls MA 01376	INSURER A : Philadelphia Ins. Co.	
	INSURER B : MA Retail Merchants WC Group Inc	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL23111604934 **REVISION NUMBER:**

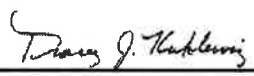
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2624548	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	014005035646124	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			PHPK2624548	12/01/2023	12/01/2024	Each Common Cause \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Location: 148 2nd Street, Turners Falls MA 01376
 Coverage remains in force for event on: June 29th, 2024.

CERTIFICATE HOLDER**CANCELLATION**

Town of Montague One Avenue A Turners Falls MA 01376	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

TOWN OF MONTAGUE
Special and One Day License – Application Form
(M.G.L. Ch. 138 S. 14)

CHECK ONE

Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: July 27, 2024

1. Full name, address and phone number(s) of the organization making this application:
Pioneer Valley Brewery 151 3rd St. T. Fall 413-433-5307
2. Full name, address and phone number(s) of manager who shall be responsible for the license:
Stephen Valecki 101 Harrison Ave. Greenfield 413-433-5307
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES _____ NO _____
4. Nature of Event Outdoor Music Number of Attendees Not known
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES _____ NO
6. Location where event shall be held: 148 2nd St.
7. Has the approval of the property owner been obtained? YES NO _____
8. Exact times of the license: FROM 5:30 o'clock AM/PM PM TO 9:30 o'clock _____ AM/PM PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES NO _____ If so, when? _____
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES _____ NO
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.
12. Proof of Liquor Liability Insurance provided? _____ Date _____

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

Stephen Valecki Member 4/25/24
Authorized Representative and Title Date

Office Use Only:	Date Approved: _____
# Days Permit Issued For: _____	Dates License Issued for: _____
Police Chief Signature: _____	
Select Board Chair Signature: _____	

L Street

3rd Street

Drive thru Alley

P.V.B
Parking Lot

151 3rd St.

Pioneer Valley Brewery

OPEN Field Area

Unity Trailer

148 Second St.
Approx 20 x 40' Area
to be used.

NOVA
Motor cycles
147 Second St.

Skate
Park

Unity
Parking
Area

Soft ball fields



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A.H. Rist Insurance Agency, Inc. 159 Avenue A P.O. Box 391 Turners Falls MA 01376	CONTACT NAME: Tracey Kuklewicz PHONE (A/C, No, Ext): (413) 863-4373 E-MAIL ADDRESS: tracey@ahrist.com	FAX (A/C, No): (413) 863-9658
	INSURER(S) AFFORDING COVERAGE	
INSURED Pioneer Valley Brewery, LLC 151 3rd Street Turners Falls MA 01376	INSURER A: Philadelphia Ins. Co.	NAIC #
	INSURER B: MA Retail Merchants WC Group Inc	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL23111604934 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2624548	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	014005035646124	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			PHPK2624548	12/01/2023	12/01/2024	Each Common Cause \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Location: 148 2nd Street, Turners Falls MA 01376
 Coverage remains in force for event on: July 27th, 2024.

CERTIFICATE HOLDER**CANCELLATION**

Town of Montague
 One Avenue A

Turners Falls

MA 01376

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

TOWN OF MONTAGUE
Special and One Day License – Application Form
(M.G.L. Ch. 138 S. 14)

CHECK ONE

Application by a manager for one day special license for the sale of BEER & WINE to be drunk on the premises.

Application by the manager of a nonprofit organization for one day special license for the sale of ALL ALCOHOLIC BEVERAGES OR BEER & WINE to be drunk on the premises.

DATE OF EVENT BEING APPLIED FOR: August 04, 2024

1. Full name, address and phone number(s) of the organization making this application:
Pioneer Valley Brewery 151 2nd St. T. Falls 413-433-5300
2. Full name, address and phone number(s) of manager who shall be responsible for the license:
Stephen Valerka 101 Harrison Ave Greenfield 413-433-5300
3. Is the applicant requesting the license TIPS Certified? If Yes, please attach appropriate documentation.
YES _____ NO _____
4. Nature of Event Outdoor Music Number of Attendees Not known
5. Is the applicant a non-profit organization duly registered with the Secretary of State? If Yes, please attach appropriate documentation. YES _____ NO
6. Location where event shall be held: 148 2nd St.
7. Has the approval of the property owner been obtained? YES NO _____
8. Exact times of the license: FROM 5:30 o'clock PM TO 9:30 o'clock _____ AM/PM
9. Has the applicant been issued similar licenses in Montague in the past 12 calendar months?
YES NO _____ If so, when? _____
10. Does the applicant have an application for license to sell alcoholic beverages pending before the licensing authority of the Town of Montague? YES _____ NO
11. Please attach a plan of the parking lot, showing the number of parking spaces available and adequate space for emergency access.
12. Proof of Liquor Liability Insurance provided? _____ Date _____

The applicant hereby states that the applicant has received a copy of the Licensing Authority's regulations pertaining to Special and One Day Liquor Licenses and is aware of and shall comply with all applicable statutes, by-laws and regulations.

[Signature] Member 4/25/24
Authorized Representative and Title Date

Office Use Only:	Date Approved: _____
# Days Permit Issued For: _____	Dates License Issued for: _____
Police Chief Signature: _____	
Select Board Chair Signature: _____	

L Street

3rd Street

Drive thru Alley

P.V.B
Parking Lot

151 3rd St.

Pioneer Valley Brewery

OPEN Field Area

Unity Trailer

148 Second St.

Approx 20 x 40' Area
to be used.

Novia
Motor cycles
170 Second St.

Skate
Park

Soft ball fields

Unity
Parking
Area

Bid Overrun Account Spending Request Form

For requests to the Selectboard for use of available funds in the
Bid/Project Overrun Account (001-5-950-5122-032)

Authorization to spend \$2,842.50

To provide funds necessary to execute the Millers Falls Windows and Door Replacement Project. This will supplement the 5/6/23 Annual Town Meeting article #22 (001-5-950-5610-019) appropriation of \$14,000. 3 responsive and responsible bids were received: Lively Builders: \$16,842.50, FRG Contractor Corp: \$19,440, Larochelle Construction Inc. \$19,500. Low bidder has been vetted and recommended by the Library Trustees Building Committee.

Request Date: 5/7/2024 Requester: Caitlin Kelley, Library Director

Selectboard Chair

Date

Balance before transfer: \$27,723.31

Balance post transfer: \$24,880.81

**Millers Falls Library
Rear Door and Windows Replacement
AGREEMENT FOR SERVICES**

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and Lively Builders, Inc. with an address of 194 Turnpike Road, Montague MA, hereinafter referred to as "Contractor", effective as of the 13th day of May, 2024. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for Millers Falls Rear Door and Windows Replacement Project, including the scope of services and conditions as set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing May 13, 2024 through August 1, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$16,842.50 The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.

3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town of Montague and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability	\$1,000,000.00 each occurrence \$3,000,000.00 aggregate
Excess Umbrella Liability	\$2,000,000 each occurrence \$2,000,000 annual aggregate

The Town of Montague shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town. These certificates will be updated and submitted annually.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

Printed Name and Title

Approved as to Availability of Funds:

_____ (\$ _____)
Town Accountant Contract Sum

Town of Montague

Name of Municipality

Conditional/Final Approval & Incentive Payment Application (Towns)
Smart Growth Zoning District-Chapter 40R

Provide a response for each blank, as applicable.

- 1. District Name: Montague Smart Growth Overlay District
2. Number of Incentive Units: 63 (initial # eligible)
3. Amount of Incentive Payment: \$75,000 (subject to expenditure conditions)

Table with 2 columns: Number of Incentive Units, Amount of Incentive Payment. Rows include categories like 'Up to 20', '21 to 100', etc.

In order to receive Final Approval and any corresponding Zoning Incentive Payment, the Municipality must demonstrate satisfaction of all applicable conditional eligibility/approval requirements and submit a completed version of this form with the following documentation, unless previously submitted:

- W.R. (a) A copy of the Smart Growth Zoning adopted by Town Meeting certified by the Town Clerk;
W.R. (b) A copy of the Zoning Map adopted by Town Meeting certified by the Town Clerk;
W.R. (c) A copy of the Attorney General's letter approving the Smart Growth Zoning;
W.R. (d) If there were any amendments between the Smart Growth Zoning approved by EOHLC in its preliminary determination of eligibility letter and the Smart Growth Zoning adopted by town meeting, an annotated version of the Smart Growth Zoning must be submitted clearly indicating all changes including, where applicable, deletions made by the Attorney General; and
W.R. (e) A certification by the Town Clerk that the Smart Growth Zoning has been published and posted pursuant to MGL, Chapter 40, Section 32.

Signature (handwritten)

Print Name: Steven Ellis

Date: May 8, 2024

Title: Town Administrator

FY25 Capital Project Schedule

Facilities	Project	Department	Funding	Source
Town Hall	Annex Solar	Selectboard	205,000	ARPA
Carnegie Library	Basement Rehab	Libraries	140,000	Town Capital
MF Library	Side windows and rear Door	Libraries	16,500	Town Capital
MC Library	Window Replacement	Libraries	200,000	ARPA
Senior Center	Siding Rehab and Painting	COA	37,000	Town Capital, CD
Vehicles and Equipment				
DPW Vehicle	10 wheel Dump	DPW	365,000	Town Capital
DPW Equipment	20 Ton Trailer	DPW	40,400	Town Capital
Clean Water Facility				
CWF Plant	Screw Pumps	CWF	2,500,000	USDA Grant/Loan
CWF Plant	Ops Building Boiler	CWF	113,000	ARPA
CWF Plant	Main Generator	CWF	230,000	Enterprise Fund
CWF Plant	BLOWers and Diffusers	CWF	188,375	GapIII Grant
CWF Plant	Septage Station	CWF	264,000	ARPA
Pump Stations	Tech School Station Rehab	CWF	169,000	RST Grant
Pump Stations	Montague Center Pump Station Rehab	CWF	283,800	Enterprise Fund
Pump Stations	Generator Replacement (2)	CWF	60,000	Enterprise Fund
Infrastructure				
Collection System	Ave A CSO/ Re-lining Project	Selectboard	578,500	RST Grant/Town Capital
Pavement	Hillcrest Parking Lot and Sidewalks	GMRSD	175,500	Town Capital
Pavement	Town Hall Parking Lot	DPW	296,000	Town Capital
Pavement	Repave First St. Alley	DPW	30,000	Town Capital
Bridges	11th St Bridge rehab	DPW	100,000	Town Capital
Bridges	South Ferry Culvert	DPW	228,000	Town Capital
Bridges	South Street Bridge	DPW	3,432,962	MassDOT TIP

Parks and Public Spaces

Unity Skatepark lights	Parks	123,000	ARPA
Montague Center Park	Parks	500,000	PARC, Town
Hillcrest Playground	Selectboard	450,000	CDBG
Avenue A Streetscape Phase IV	Selectboard	900,000	CDS Earmark/ ARPA

11,626,037

Developing Capital Projects

Strathmore Demo Design	Selectboard	123,000	Site Readiness Grant
Airport- Pioneer Aviation Ramp Project	Airport	152,300	Town Capital
Avenue A Streetscape Phase V	Selectboard	TBD	CDBG
Swamp Road Bridge Rehab	DPW	TBD	Small Bridge Grant



Status	anticipated Bid Date	Anticipated Construction
Pre-Construction spec development		August
Pre-Construction		June
Pre-Construction		May-June
Pre-Construction		June
	May	
	June	
Design (90%) spec development	June TBD	winter
Pre-Construction Construction		
spec development	TBD	
Construction	May	
	TBD	TBD
spec development	TBD	TBD
Design	Fall	winter/spring
	TBD	August
spec development	TBD	TBD
	N/A	July
Design/Permitting	August	
Pre-Construction		August to September
Out to Bid	March	November to March

Out to Bid		Fall
Design	winter	Summer 2025
Pre-Construction		June-August
Pre-Construction		August to November

Grant Awarded

Pre- Design

Design

Design



Notes

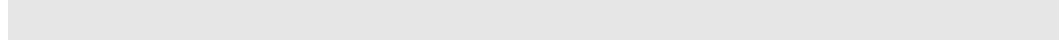
Specs need to be finalized

Project needs to be bid and contracted by Dec 31

project needs to be bid and contracted by Dec 31
project needs to be closed out June 30

Consider timing/scope
Consider waiting until Spring 2025 to pave. Demo work can be done winter 2024

Need to check in with massDOT/Engineer



Apply for Small Bridge Program FY26 round

ARPA Spending Strategy Running Balance 5.9.2024

ARPA= American Rescue Plan Act of 2021

\$2,454,622 total available to Montague

Encumbered Projects

Account	Category	Project	Vote	Allocated	Spent/obligated	Unspent/unobligated	Status
225-5-128-5800-004	Infrastructure/ Wastewater	Vector truck		400,000	400,000	0	CLOSED
225-5-128-5800-006	Infrastructure/ Wastewater	Montague City Road Emergency Sewer Repair	11/1/2022	153,881	153,881	0	CLOSED
225-5-128-5800-005	Infrastructure/ Wastewater	Screw Pump Replacement (Engineering)		26,500	19,270	7,230	
225-5-128-5800-003	Infrastructure/ Wastewater	Collection System Study	2/7/2022	69,109	69,109	0	CLOSED
225-5-128-5800-002	Infrastructure/ Wastewater	CSO LTCP Update		49,000	49,000	0	CLOSED
225-5-128-5800-013	Infrastructure/ Wastewater	Septage Receiving Station	5/1/2023	264,000	0	264,000	need to Bid by Sept
225-5-128-5800-012	Infrastructure/ Wastewater	Operations Building Boiler Replacement	5/1/2023	113,500	0	113,500	need to Bid by Sept
225-5-128-5800-011	Infrastructure/ Wastewater	CWF RTV	5/1/2023	25,000	18,842	6,158	
225-5-128-5800-016	Infrastructure/ Wastewater	Vector Dumping Pad	6/12/2023	15,000	15,000	0	CLOSED
225-5-128-5800-025	Infrastructure/ Wastewater	Burn Dump Closure Design	11/13/2023	35,000	35,000	0	CLOSED
225-5-128-5800-018	Infrastructure/ Wastewater	CWF Generator install	9/11/2023	209,000	0	209,000	holding for contingency
225-5-128-5800-009	Economic/Community Recovery	Trash Receptacles	12/19/2022	11,685	11,685	0	CLOSED
225-5-128-5800-005	Economic/Community Recovery	Holiday lights		19,403	19,403	0	CLOSED
225-5-128-5800-006	Economic/Community Recovery	Winter Parking signs		10,000	5,758	4,242	
225-5-128-5800-010	Economic/Community Recovery	Avenue A Streetscape Phase IV Design	3/6/2023	46,800	46,800	0	under contract
	Economic/Community Recovery	Avenue A Streetscape Phase IV Construction	5/6/2024	232,778	232,778	0	under contract
225-5-128-5800-017	Economic/Community Recovery	Social Services Gap Funding	5/8/2023	29,978	29,978	0	CLOSED
225-5-128-5800-014	Economic/Community Recovery	Mural Project on Shea Theater	5/15/2023	25,000	25,000	0	under contract
225-5-128-5800-015	Economic/Community Recovery	Falls Fest 2023	6/12/2023	12,000	0	12,000	
225-5-128-5800-019	Economic/Community Recovery	Cultural Council Match FY24 and FY25	8/7/2023	18,000	0	18,000	
225-5-128-5800-021	General Capital	Town Hall Annex Solar	6/5/2023	205,000	192,931	12,069	under contract
225-5-128-5800-022	General Capital	Old Town Hall Windows	6/5/2023	200,000	132,829	67,171	under contract
225-5-128-5800-023	General Capital	Old Town Hall Roof Repair	6/5/2023	45,673	45,673	0	CLOSED
225-5-128-5800-024	General Capital	Unity Skate Park Lights	6/5/2023	125,000	0	125,000	bid opening 5/15
225-5-128-5800-001	Contingency	COVID Test Kits	1/3/2022	18,450	18,450	0	CLOSED

total allocated **2,359,757** **1,521,386** **838,371**
ARPA Funds Unallocated **94,865**

Spending Category	Spending Target Allocated		Difference
50% Wastewater Infrastructure	\$ 1,227,311	\$ 1,359,990	\$ (132,679)
30% General Capital Improvements	\$ 736,387	\$ 575,673	\$ 160,713
10% Economic/ Community Recovery	\$ 245,462	\$ 405,644	\$ (160,182)
10% Contingency	\$ 245,462	\$ 18,450	\$ 227,012
	\$ 2,454,622	\$ 2,359,757	\$ 94,865

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE TOWN OF Montague, MASSACHUSETTS
AND
ADS ENVIRONMENTAL SERVICES**

THIS AGREEMENT made this 13th day of April, 2024 between **ADS Environmental Services** with a usual place of business at 340 The Bridge St., Suite 204, Huntsville AL, 35806, hereinafter called the "CONTRACTOR," and the **Town of Montague, MA**, acting by its Selectboard, with a usual place of business at Montague Town Hall, 1 Avenue A, Turners Falls MA 01376, hereinafter called the "TOWN".

The CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The CONTRACTOR shall perform the work set forth in the Scope of Services attached hereto as **Exhibit A**.

2. Contract Price

The TOWN shall pay the CONTRACTOR for services rendered in the performance of this Agreement an amount not to exceed **\$73,093** over the course of its term, subject to any additions and deductions provided for herein. The amount to be paid to the CONTRACTOR in any given year of the Agreement shall not exceed the amounts specified in Exhibit A without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on **July 1, 2024** and shall expire on **June 30, 2027**, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: CONTRACTOR shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently, and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The CONTRACTOR shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering and construction management profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The CONTRACTOR shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the CONTRACTOR. Consistent with the standard of care referenced above, the CONTRACTOR shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The CONTRACTOR shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The CONTRACTOR shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the CONTRACTOR from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The CONTRACTOR and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The CONTRACTOR shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of any and all drawings, plans, specifications, reports and other documents prepared by the CONTRACTOR shall become the property of the TOWN upon payment in full therefor to the CONTRACTOR. Ownership of stamped drawings and specifications shall not include the CONTRACTOR's certification or stamp. Any re-use of such documents without the CONTRACTOR's written verification of suitability for the specific purpose intended shall be without liability or legal

exposure to the CONTRACTOR or to the CONTRACTOR's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the CONTRACTOR's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the CONTRACTOR available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the CONTRACTOR and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the CONTRACTOR must satisfy himself as to the correctness of such information. If, in the opinion of the CONTRACTOR, such information is inadequate, the CONTRACTOR may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the CONTRACTOR commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and CONTRACTOR.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the CONTRACTOR shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the CONTRACTOR to perform additional services, the CONTRACTOR shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the CONTRACTOR shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the CONTRACTOR shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the CONTRACTOR of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation

have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the CONTRACTOR shall constitute a waiver of all claims by the CONTRACTOR arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The CONTRACTOR shall indemnify and hold harmless the TOWN from and against third-party claims for personal injury or property damage, including reasonable attorney's fees, to the extent arising out of the CONTRACTOR'S performance of this Agreement but only to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the CONTRACTOR or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The CONTRACTOR shall indemnify and hold harmless the TOWN from and against third-party claims for personal injury or property damage, including reasonable attorney's fees, arising out of the CONTRACTOR'S performance of this Agreement but only to the extent the same relate to the professional competence of the CONTRACTOR's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the CONTRACTOR or his employees, agents, subcontractors or representatives.

11. Insurance

- A. The CONTRACTOR shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable.

- C. The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The CONTRACTOR shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The CONTRACTOR shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the CONTRACTOR, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the CONTRACTOR. In the event that the Agreement is terminated pursuant to this subparagraph, the CONTRACTOR shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous


- A. Assignment: The CONTRACTOR shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

TOWN OF MONTAGUE:

ADS Environmental Services

By: _____

By:  _____
Bobby Pickett (May 2, 2024 15:32 EDT)

Print Name: Richard Kuklewicz

Print Name: Bobby Pickett

Title: Selectboard Chair

Title: Finance Manager

519856/KOPE/0003



340 The Bridge Street, Suite 204
 Huntsville, AL 35806
 256-430-3366
www.adsenv.com

Exhibit A

Matthew Brown | Business Development Manager
 51 Wentworth Ave, Suite 15 | Londonderry, NH 03053
MBrown3@idexcorp.com | 256.656.6385

Montague WPCF
 4 Greenfield Rd,
 Montague, MA 01351

Quote Reference: Montague.AMS.MA24
Date: 3.19.2024
Effective To: 6.19.2024

Year 1 (July 1,2024 - June 30, 2025)

Description	Quantity	Unit Price	Ext. Price
Equipment O&M Visits (Per Visit) Each service visit will include <ul style="list-style-type: none"> • 3 Triton+ • 2 ECHO • Rain Alert III 	3	\$3,596.67	\$10,790.00
Monthly CSO Reporting Includes 4 outfalls. Report delivered by 10 th day of each month	12	\$519.00	\$6,228.00
Webhosting and Wireless Communication Telecommunication service and web access for <ul style="list-style-type: none"> • 3 Triton+ • 2 ECHO • Rain Alert III Covers: July 1, 2023 - June 30, 2024	6	\$480.00	\$2,880.00
CSO Public Notification Yearly Service Fee Lump Sum Invoiced Yearly	1	\$3,750.00	\$3,750.00
Total:			\$23,648.00

Items may be taxable in accordance with local tax laws.

Year 2 (July 1,2025 - June 30, 2026)

Description	Quantity	Unit Price	Ext. Price
Equipment O&M Visits (Per Visit)	3	\$3,773.00	\$11,319.00
Monthly CSO Reporting	12	\$534.00	\$6,408.00
Webhosting and Wireless Communication	6	\$480.00	\$2,880.00
CSO Public Notification Yearly Service Fee	1	\$3,750.00	\$3,750.00
Total:			\$24,357.00

Items may be taxable in accordance with local tax laws.

Year 3 (July 1,2026 - June 30, 2027)

Description	Quantity	Unit Price	Ext. Price
Equipment O&M Visits (Per Visit)	3	\$3,952.67	\$11,858.00
Monthly CSO Reporting	12	\$550.00	\$6,600.00
Webhosting and Wireless Communication	6	\$480.00	\$2,880.00
CSO Public Notification Yearly Service Fee	1	\$3,750.00	\$3,750.00
Total:			\$25,088.00

Items may be taxable in accordance with local tax laws.

Year 1+Year2+Year 3 = \$73,093.00

